



GOVERNMENT OF INDIA

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CHANDIGARH ADMINISTRATION  
HOME DEPARTMENT  
LABOUR & EMPLOYMENT BRANCH

## Notification

The 14th February, 2022

**No. 12/7/30-HII(2)-2022/2170-A.**—Whereas the poll in connection with General Election to Punjab Vidhan Sabha-2022 is to be held on 20th February, 2022.

And whereas it is considered necessary to provide opportunity to the public to exercise their right to franchise ;

Now, therefore, in exercise of the power conferred under Section 65 of the Factories Act, 1948 (Act No. LXIII of 1948) and under provision to sub-section (i) of Section 10 of the Punjab Shop and Commercial Establishments Act, 1985 (Punjab Act No. 15 of 1958), as applicable to the Union Territory, Chandigarh, the Adviser to the Administrator, Union Territory, Chandigarh, hereby declares that all the Factories and Shops & Commercial Establishments located in Union Territory, Chandigarh shall observe the **20th February, 2022 (Sunday)** as a Paid Holiday on the day of poll on account of General Election to the Punjab Vidhan Sabha-2022 to enable all those electors including casual workers who are registered voters in any of the Constituency of Punjab to enable them to exercise their franchise in ensuing General Election to the Punjab Vidhan Sabha-2022, which is scheduled to be held on **20th February, 2022 (Sunday)**. He/she would be entitled to get benefits of a paid holiday extended Under Section 135-B of the Representation of the People Act, 1951.

Chandigarh :  
The 10th February, 2022.

Secretary  
Department of Labour,  
Chandigarh Administration.

Signature Not Verified  
Digitally signed by  
Jalinder Kumar  
Date: 2022.02.15  
16:24:29 IST  
Reason: Published  
Location:

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 17th January, 2022

**No. 13/1/9833-HII(2)-2022/770.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 19/2021, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAVITA SYAL D/O SHRI MEGH RAJ SYAL, RIO HOSUE NO.86, LUXMI GARDEN, OPP. ITT,  
JAGADHRI, DISTRICT YAMUNA NAGAR. (Workman)

AND

1. MANAGING DIRECTOR, M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, GSK HOUSE NO.252, DR. ANNIE BASENT ROAD WORLY, MUMBAI - 400030.
2. SUNIL DUTT, PRESIDENT EMPLOYEE UNION, M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, GSK HOUSE NO.252, DR. ANNIE BASENT ROAD WORLY, MUMBAI - 400030.
3. ANURADHAKUNTE, GENERAL MANAGER EMPLOYEE RELATIOSHIP, M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, GSK HOUSE NO.252, DR. ANNIE BASENT ROAD WORLY, MUMBAI - 400030.
4. M.D. JOSHI, ENQUIRY OFFICER, M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, GSK HOUSE NO.252, DR. ANNIE BASENT ROAD WORLY, MUMBAI - 400030.
5. DEVINDER KAIRA, ABM, M/S GLAXO SMITHKLINE PHARMACEUTICALS, RIO FLAT NO.16, GREEN TOWN NO.4, OMAX SCREEN, CHANDIGARH ROAD, AM BALA CITY.
6. NEERAJ ARORA, NATIONAL SALES MANAGER, M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, GSK HOUSE NO.252, DR. ANNI BASENT ROAD WORLY, MUMBAI - 400030.
7. ABHILASH KESWANI, (RBM) REGIONAL HEAD, REGIONAL BUSINESS MANAGER, C/O OFFICE M/S GLAXO SMITHKLINE PHARMACEUTICALS LIMITED, DASHMESH STREET, OPP. CHOICE RESORT, PRABHAT, PABHAT ZIRAKP UR, SAS NAGAR MOHALI, PUNJAB - 140603. (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she joined as Medical Representative on 19.04.2010 and was posted at Headquarter Chandigarh. Suddenly she was served with chargesheet dated 31.12.2019 containing false and frivolous allegations. The management did not consider her reply and appointed the Inquiry Officer to conduct disciplinary inquiry against her. The Inquiry Officer conducted the inquiry arbitrarily and illegally and held the workman guilty of charges and consequently management No.3 dismissed the services of the workman vide order dated 09.03.2020. No legal and cogent evidence was ever produced by the management against the workman and the biased inquiry was conducted by the management for illegally terminating the services of the workman.

3. The management contested the case of the workman and filed written statement that Ms. Kavita Syal (*hereinafter called 'claimant'*) is not a 'workman' within the meaning of Section 2(s) of the ID Act as she was last working as Medical Business Associate in the administrative & supervisory cadre of the company and doing primarily the administrative functions of the management apart from promotion of sales of products of the company and drawing salary of ₹ 52,530/- per month. This Court has no territorial jurisdiction to adjudicate upon the present dispute as the claimant was under the control of Delhi Branch Office of the company and lastly operating in the territory of Ambala which was treated as her headquarter. A charge sheet dated 31.12.2019 was issued to the claimant for various acts of commission and omission on her part including willful insubordination and disobedience to lawful and reasonable order of superiors and commission of act subversive. The Inquiry Officer conducted the inquiry fairly and in compliance with the principles of natural justice. The Inquiry Officer gave her full opportunity to defend her case. The claimant was held guilty of charges leveled against her. Keeping in view gravity of proved charges and having regard to the totality of facts & circumstances including her past record, the claimant was dismissed from the service vide dismissal letter dated 09.03.2020.

4. During the pendency of the present industrial dispute, the workman made the following statement :—

*"At this stage I do not want to press the present Industrial Dispute. The same may be disposed off accordingly with liberty to file fresh one."*

5. Case taken up in Lok Adalat. In view of the statement of the workman, the present industrial dispute is disposed off being not pressed with a liberty to file fresh one. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 17th January, 2022

**No. 13/1/9832-HII(2)-2022/774.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 68/2017, dated 26.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SATISH KUMAR DUTTA S/O LATE SHRI PISHORI LAL DUTTA, AGED ABOUT 46 YEARS, PRESENTLY RESIDING AT #1106-A, 2ND FLOOR, SECTOR 4, PANCHKULA, HARYANA.  
(Workman)

AND

1. GRAND TRAVEL PLANNERS PRIVATE LIMITED, SCO NO.117-119, FIRST FLOOR, SECTOR 17-C, CHANDIGARH, ABOVE CANARA BANK, CHANDIGARH.
2. UMESH KAPUR, DIRECTOR / MANAGING DIRECTOR, M/S GRANT TRAVEL PLANNERS PRIVATE LIMITED, SCO NO.117-119, FIRST FLOOR, SECTOR 17-C, CHANDIGARH, ABOVE CANARA BANK. (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was employed by the management to look after its clerical work in November, 1999 at gross wages / salary at the rate ₹4,000/- per month. His salary was used to be increased in the month of April every year. His last drawn wages / salary was ₹22,500/- per month. He was a permanent employee of management and he was designated as Executive. His wages / salary were being credited by the management in his Saving Bank Accounts at Canara Bank and HDFC Bank Limited, Sector 17-C, Chandigarh and his net wages / salary for the month of May, 2016 amounting to ₹21,720/- was credited by management in his bank account at HDFC Bank Ltd., Sector 17-C, Chandigarh, on 07.06.2016 after deducting his provident fund contribution of ₹780/- from the gross wages / salary of ₹22,500/- only. The workman was working continuously in the company of the management and had worked with great sincerity and has around 17 years of service in his credit without any blemish. On 20.6.2016 at about 11:00 A.M. Shri Umesh Kapur - Director / Managing Director of the company ordered workman to get out from the office immediately by abusing him and using very filthy and abusive language. When workman asked for the reasons why he is being sacked, no reason was explained to him and he was insulted badly before the staff of management and was asked to leave the office at once or face the dire consequences. No explanation letter or show cause notice was served upon the workman and no opportunity of being heard was afforded to him and he was directed to leave the job immediately without any valid reason, cogent or otherwise. No notice period wages / salary of three months, as required by law, no wages / salary for the month of June, 2016 and no retrenchment compensation was paid to the workman at the time of his illegal termination. 20 days wages / salary ₹14,220/- for the month of June 2016 with effect from 01.06.2016 to 20.06.2016 amounting to ₹14,220/- was credited in workman's HDFC Bank account No.02131050107792 on 06.07.2016. The gratuity amount for workman's entitlements since November, 1999 to June, 2016 on the basis of his last drawn wages / salary at the rate ₹22,500/- upto the date of illegal termination i.e. upto 20.6.2016, was also not paid to him. The action of management is violative of Section 25-F and Section 2-A of the ID Act. The management had also obtained his signatures forcibly on blank papers and vouchers. The workman got served legal notice dated 28.06.2016 to the management which was duly acknowledged but the management failed to reply the above said legal notices for the reasons best known to them. He was employed in Chandigarh Office of the management and his services were terminated in an illegal manner at Chandigarh so this Court has got territorial jurisdiction to entertain and try the claim of the workman. Ultimately, it prayed that the workman be reinstated with continuity of service along with all attendant benefits or be paid three months un-served notice period, last drawn, wages / salary along with retrenchment compensation and gratuity amount along with interest at the rate 24% per annum from the date of payment.

3. The management contested the case of the workman and filed written statement that the workman was residing in a house stands in the name of the wife of Shri Umesh Kapoor, one of the Director of the company M/s Grand Travel on the monthly rent of ₹8000/- at House No.828, Sector 2, Panchkula. The workman resided in the above said house from month of April 2010 to November 2015 and never paid even a single penny as rent to the owner of the house i.e. wife of Shri Umesh Kapoor. The management asked a number of times to pay rent of the above said house but the workman and never paid rent of the above said house. The management is entitled for the monthly rent of ₹6,08,000/- from the workman. The workman be directed to pay monthly rent of ₹6,08,000/- to the management. The workman found on multiple occasions for misusing his official position and on multiple occasions he illegally charged money from the clients of the management. The management issued a warning letter to the workman for his misconduct and his misappropriation of money, upon which he admitted his mistakes and given the apology letter dated 07.04.2015 to the management. The workman was contractual employee of the answering management and contract of employment was used to renew in the month of April of every year. The workman had started his own business of photocopies in the Hon'ble Punjab & Haryana High Court Bar Association, Chandigarh and permission



/ space was granted to him for installing the Photostat Machine, same was renewed by depositing a sum of ₹8,500/- so he started absenting himself from the duty at the office of answering management. On 20.6.2016 Shri Umesh Kapoor, management No. 2 was out of Chandigarh so the workman had approached this Tribunal with unclean hands and has fabricated a false story in order to make out the case against answering management with a motive to extract money by hook or crook. Since the workman had started his own business of photocopies at Hon'ble Punjab & Haryana high Court Complex so he was not interested to do work with answering management and had started absenting himself from duty at the office of answering management. The answering management had issued a number of show cause notices for absenteeism to the workman but he never paid any heed to the show cause notice and had filed the present false and frivolous claim against the answering management to injure the interest and repudiation of the answering management. The workman is not entitled for wages / salary and compensation as he had started his own business and started absenting himself from the duty. The amount of ₹14,220/- was credited by the answering management in the account of the workman. The workman cannot claim gratuity amount under the present claim under Section 2-A of the ID Act. The answering management is not liable to pay the gratuity amount to the workman as the company of the management is not having more than 10 employees so the gratuity cannot be claimed from the answering company as the same is barred under the provisions contained in the Payment of Gratuity Act. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1 and closed the evidence. On the other hand, the management examined Shri Umesh Kapoor - Director as MW1 and closed the evidence.

6. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

#### **ISSUE No. 1 :**

7. Learned representative for the workman has examined the workman as AW1, who deposed that he was employed with the respondent-company to look after its clerical work on salary of ₹4,000/- per month. The salary was used to be increased in the April every years based upon performance and his salary was ₹22,500/- till the date of his illegal termination. He was permanent employee of the management and was designated as Executive. His salary was being credited by the management in his saving account in Canara Bank and HDFC Bank. His provident fund contribution was deducted at the rate ₹780/- from the gross salary of ₹22,500/. He further deposed that he was working in company since November 1999. He worked with the management sincerely. On 26.06.2016 when he joined at 9:45 A.M. Shri Umesh Kapoor - Managing Director of the company ordered him to get out from his office immediately by abusing and using filthy language. No reason was explained to him and he was insulted badly before the staff and directed to leave the office at once. No explanation letter or show cause notice was served upon him. No opportunity of being heard was afforded to him. No notice period of salary of three months were given. No retrenchment compensation was given to him for illegal termination and gratuity amount since November 1999 to June 2016 on the basis of last drawn wages was also not paid. He further deposed that the management had acted in a very unconstitutional & arbitrary manner without following the proper procedure terminated his services. He served legal notice dated 28.06.2016 but the management failed to reply. Hence, the management illegally terminated his services.

8. Learned representative for the workman has argued that he had joined with the management in November 1999 and worked for about 17 years. On 20.06.2016 the workman was illegally terminated by

abusing and using filthy language. No notice or notice pay in lieu of notice and no retrenchment compensation was given to the workman before terminating his services. He was not even being heard at the time of termination. He is permanent employee of the management and there is no break in service. He has duly proved the documents Exhibit 'P1' to 'P13', which proves that he was permanent employee and is income tax assessee and his salary has been credited in HDFC Bank and Canara bank. So this issue be decided in favour of the workman and against the management.

9. On the other hand, learned representative for the management has examined Shri Umesh Kapoor, who deposed that he is one of the Director of the company and the workman joined on monthly salary of ₹ 4,000/- and his salary was increased each year. He deposed that on multiple occasions the workman found using his official position and illegally charged money from the clients. He was issued warning letter, upon which he admitted his mistake and gave apology letter dated 07.04.2015. Copy of apology letter is Exhibit 'R1'. He never terminated the services of the workman whereas the workman had started his own business of photocopies in the Hon'ble Punjab & Haryana High Court Complex on 08.07.2016 and copy of application for permission / space was granted to the workman for installing the Photostat machine is Exhibit 'R2', copy of letter whereby permission / space granted to the workman was renewed dated 30.06.2017 is Exhibit 'R3'. Thereafter the workman continuously absented himself from the duties of the respondent and show cause notice for absenteeism dated 25.06.2016 was issued to the workman. Copy of the same is Exhibit 'R4'. A copy of second and final warning letter dated 14.07.2016 is Exhibit 'R5' and show cause notice dated 04.08.2016 is Exhibit 'R6'. He further deposed that the petitioner-workman has not approached the Court with clean hands and the workman was residing at house No.828, Sector 2, Panchkula on monthly rent of ₹8,000/- and copy of allotment letter in favour of wife of Shri Umesh Kapoor is Exhibit 'R7'. The workman had never paid any rent so he is entitled for rent ₹6,08,000/- from the workman. He further deposed that on 20.06.2016 neither the workman joined duty at office of the management nor Shri Umesh Kapoor ordered him to get out from the office. In fact on 20.06.2016 Shri Umesh Kapoor was out of city and the workman is himself absented from duty. So he has not been illegally terminated. He is not entitled for any salary wages and compensation as he had started his own business. The workman cannot claim the gratuity amount under the claim application under Section 2-A of the ID Act.

10. Learned representative for the management has argued that the workman himself left the job rather notice to the workman was sent with regard to his absenteeism but never responded to the same. There is break in service of the workman. He had embezzled the fund of the management later on apologized from the management. He is not entitled for the gratuity in the present case so issue No.1 be decided in favour of the management.

11. After giving my careful consideration to the rival contentions of both these sides, I find that it is admitted case of the parties, that the workman joined the management in November 1999 on monthly salary of ₹4,000/-. Initially the workman started working in the office of the management as Peon on contractual basis and his salary was used to increase every year. His last drawn salary was ₹22,500/-. As per the record Exhibit 'R1' apology letter dated 07.04.2015 is on the file, the workman had apologized for mis-usage of his job but it is also nowhere denied by the management that he was again started working for the management. Plea taken by the workman is that he was terminated without any reason, show cause notice or explanation whereas management taken the plea that he himself left the job.

12. As per oral as well as documentary evidence proved on record, the workman had proved Exhibit 'P1' legal notice dated 28.06.2016; Exhibit 'P2' & 'P3' postal receipt of registered AD; Exhibit 'P4' & 'P5' are acknowledgement receipt of postal department; Exhibit 'P6' is authority letter whereby Shri Umesh Kapur - Director on behalf of the management **authorised Shri Satish Kumar Dutta S/o Late Shri Pishori Lal Datta**, R/o House No.945, Sector 8, Panchkula, Haryana to deal with the Regional Passport Office, Chandigarh regarding all passport related matters **being permanent employee of the management**; Exhibit 'P7' is salary certificate duly signed by Shri Umesh Kapoor, in which is mentioned that the workman is bonafide

employee of their management; Exhibit 'P8' is slip of The Employees' Provident Fund Organization, Exhibit 'P8A' is statement of account under The Employees' Provident Fund Scheme for the year 2010-2011, Exhibit 'P9' to 'P32' income tax returns filed by the workman, Exhibit 'P33' are payment of electrical bills of House No.828, Sector 2, Panchkula made by the workman. Though the witness of the management did not identify the signature of Shri Kanwaljit Singh on Exhibit 'P14', 'P18', 'P20', 'P22', 'P24', 'P26', 'P28', 'P30' & 'P32' but he failed to state that Kanwaljit Singh was not Director of their company. Exhibit 'P6' & 'P7' admitted by him but he simply stated that these documents is forged and fabricated document and managed by the workman. But the management has failed to show how these documents are fabricated. From the perusal of these documents it is crystal clear that the Managing Director himself issued authority in which it is mentioned that the workman is permanent employee of the management meaning thereby till he had served with the management for 17 years the workman is permanent employee. The management is relying upon the documents Exhibit 'R2' show cause notice for absenteeism which is dated 25.06.2016 that he remained absent on 20.06.2016 and Exhibit 'R3' second & final warning letter dated 14.07.2016. Exhibit 'R4' is show cause notice for absenteeism dated 04.08.2016 in which it is mentioned that the workman was absent from duty since 20.06.2016 but the workman has specifically denied the receipt of these notices, therefore, he has not filed reply to that notices and it is crystal clear that the workman is permanent employee of the management. It is settled principle of law in **Sudhir Sharma Versus Punjabi University, Patiala & Others, 2004(4) RSJ 575 (P&H) (DB)**. Paragraph No.7 of the same is as under :—

*"7. The petitioner being an Ad hoc employee undoubtedly had no automatic right to continue on the post indefinitely. Hence his services were being extended from time to time. His service would have automatically come to an end on the expiry of extended term. During the term his services could have been terminated without any notice. He could have also left the job without any notice, in view of the terms of appointment order. It is equally well-settled that his services could not be terminated by way of punishment for negligence, misconduct, indiscipline or embezzlement, without complying with Rules of Natural Justice. In other words, if the petitioner's services were to be terminated on account of misconduct, it was necessary for the respondents to issue a show cause notice to the petitioner. He had a right to give explanation to the allegations made against him. He also had a right to produce evidence to show that the procedure which was being observed was in accordance with the accepted norms. The respondents could only have passed the order of termination after dealing with all the defences which may be raised by the petitioner. It is also a settled proposition of law that any order which casts a stigma on an employee, even if the employee happened to be an ad hoc employee can only be passed after complying with the rules of natural justice. A perusal of the order passed by the respondents reproduced above, clearly shows that the respondents have reached a conclusion to the effect that the petitioner is not discharging the duties honestly. A conclusion has also been recorded that the petitioner has been causing loss to the University with mala fide intention. A further conclusion has been recorded that the petitioner has been negligent for the purpose of his duties and has indulged in indiscipline. The stigmatic remarks could not have been recorded without giving full opportunity of hearing to the petitioner in accordance with the rules of natural justice."*

13. Further in citation titled **Rajasthan Lalit Kala Academy Versus Radhey Shyam, 2008(3) SCT 841** it was held by the Hon'ble Supreme Court of India that compliance of with the provisions of Section 25-F of the ID Act. **If the services of any workman is to be terminated on account of misconduct it is necessary for the management to issue show cause notice and follow the procedure prescribed for taking disciplinary action with the delinquent official in compliance of principles of natural justice.**



14. In the present case, the workman is permanent employee and rules of natural justice should be applied. By simply issuing notice dated 25.06.2016, 14.07.2016 and 04.08.2016 does not prove the case in favour of the management that proper opportunity of hearing has been given to the workman. Further the management is taking the plea that the workman has started his own business of photocopy machine in the Hon'ble Punjab & Haryana High Court but he himself stated that as per documents that the workman has been started its business in the month of July 2016 whereas as per version of the workman he was terminated on 20.06.2016. The plea of the management that the management is entitled to recover rent from the workman is not tenable as this Court is not proper forum for recovery of rent. In the light of discussion made above, it is held that the services of the workman were terminated illegally by the management in violation of provisions of the ID Act and principles of natural justice. So the workman is held entitled for reinstatement with continuity of service and 25% back wages. This issue is decided in favour of the workman and against the management.

#### **RELIEF:**

15. In the light of findings on the issues above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : The 26th November, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

#### **CHANDIGARH ADMINISTRATION LABOUR DEPARTMENT**

#### **Notification**

The 17th January, 2022

**No. 13/1/9835-HII(2)-2022/930.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 3/2018, dated 02.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DHULLA RAM S/O SHRI MUSHADI RAM, AGED 53 YEARS, R/O HOUSE NO. 2947, SECTOR 25-D, CHANDIGARH. (Workman)

AND

1. PRESIDENT CHAIRMAN, DEFENSE SERVICES OFFICER'S INSTITUTE, SECTOR 36, CHANDIGARH.
2. INCHARGE MANAGER, TUSRI SECURITY AGENCY (REGD.), #975, SECTOR 70, MOHALI, PUNJAB. (Management)

#### **AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed as Security Guard at Defense Services Officer's Institute, Sector 36, Chandigarh under management No.1 through management No.2 on 10.06.2015. He was under the control & supervision of management No.1 till 10.07.2016 and his attendance used to be marked in the register maintained in management No.1. The workman worked till 10.07.2016 as he was not



permitted to work beyond that date. The services of the workman were terminated by way of oral order as he was not allowed to join and no written order was passed or given to the workman. He had completed 240 days of service in each year and his last drawn wages were ₹7,400/-. Upon having been out of service for more than four months, the workman applied for release of his provident fund but the same was not released as management No.2 did not provide the provident fund number or any other documents on the basis of which he could get it released. Upon termination of his services, the workman submitted a demand notice under Section 2 of the ID Act upon management No.1 as well management No.2. The Conciliation Officer, Chandigarh called upon management No.1 & 2. Both the managements only appeared once before the Conciliation Officer so dispute could not be resolved due to non-cooperation by the managements. The workman was advised to proceed further under Section 2-A(2) of the ID Act. Oral termination of service is a one sided unfair labour practice and is in violation of the provisions contained in Chapter 5-A of the ID Act. No notice, notice pay or benefit of Section 25-F of the ID Act was given to the workman and no opportunity of hearing was granted. No domestic inquiry was conducted in the matter of the workman. When the services of the workman were terminated, his juniors were still working and similar persons are also working at the moment. There is clear violation of Section 25-G & 25-H of the ID Act. The management has violated the principle of 'last come first go'. The management is an industry and workman comes under the definition of 'workman'. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages and other consequential benefits including PF tc.

3. Upon notice none appeared on behalf of the managements despite service as such management No.1 as well as management No. 2 was proceeded against *ex parte*.

4. In *ex parte* evidence, the workman examined himself as AW1. Learned representative for the workman closed the *ex parte* evidence.

5. I have heard learned representative for the workman and have gone through the file carefully. The workman while stepping into the witness box AW1 deposed that he was appointed as Security Guard at Defence Services Officer's Institute Sector 36, Chandigarh under management No.1 through management No.2 on 10.06.2015. Copy of Adhaar Card, identity card, caste certificate are Exhibit 'WW1/A' to 'WW1/C' respectively. He worked till 10.07.2016 and was not permitted to work beyond that date. His services were terminated verbally without any written order. He had completed 240 days service in each year and his last drawn wages were ₹7,400/-. He further deposed that he served demand notice upon both the managements, upon which conciliation proceedings were held but both the managements only appeared once before the Conciliation Officer so dispute could not be resolved. No notice, notice pay or benefit of Section 25-F of the ID Act was given to him. Junior to him still working and similar persons are working at the moment in violation of Section 25-G & 25-H of the ID Act.

6. Learned representative for the workman has argued that the workman was appointed as Security Guard at Defence Service Officer's Institute on 10.06.2015 and worked upto 10.07.2016 but he was not permitted to work beyond that. He further argued that he was regular on his duty and his work remained satisfactory. The attendance was marked in register with fictional brake. His job was terminated by way of verbal order and no opportunity of hearing was given to him. Learned representative for the workman has referred to Section 25-F and 25-G of the ID Act in which procedure for retrenchment has been mentioned. He further referred to Section 25-H of the ID Act regarding retrenched workman and further argued that the workman be reinstated with continuity of service and full back wages.

7. After giving my careful consideration to the submission of learned representative for the workman as well as evidence on record, I find that the workman is alleging himself to be working as Security Guard with management and as per his averments he has been terminated without any notice and oral order only. In order to prove its case the workman proved on record Exhibit 'WW1/A' copy of adhaar card, Exhibit 'WW1/B' identity card issued by the security agency, Exhibit 'WW1/C' copy of certificate of schedule caste, Exhibit 'WW1/D' letter sent by the Assistant Provident Fund Commissioner to the workman with regard to non-attestation of provident fund forms, Exhibit 'WW1/E' copy of demand notice dated 17.06.2017, Exhibit 'WW1/F' copy of memo bearing endorsement dated 07.09.2017 issued by the Assistant Labour Commissioner-cum-Conciliation Officer, Union Territory Chandigarh to the workman. From the perusal of the oral as well as documentary evidence on record it is crystal clear that the workman is unable to prove on file that he was appointed as Security Guard at Defence Services Officer's Institute, Sector 36, Chandigarh on 10th June,

2015 and worked till 10.07.2016. No attendance sheet has been proved on record by the workman. Meaning thereby this is a case without any documentary proof. Moreover, oral statement of the workman cannot prove the case in his favour. No doubt the management has been proceeded against ex-parte but it is for the workman to prove his case by standing at his own legs. There is no single evidence on file with regard to working of the workman as Security with the management. He had simply placed on record Adhaar card, identity card, copy of demand notice etc. and copy of letter issued by the Assistant Provident Fund Commissioner does not help the workman to prove the relief claimed for reinstatement along with continuity of service and back wages so Section 25-F, 25-G and 25-H referred by learned representative for the workman did not help to prove the case in favour of the workman.

8. In the light of discussion made above, this present industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

Dated : The 2nd December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 19th January, 2022

**No. 13/1/9828-HII(2)-2022/925.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 38/2020 dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

INDRA DEVI W/O SHRI SHIV PARSHAD, AGED 59 YEARS, R/O #1885, RAMDARBAR,  
PHASE - 2, CHANDIGARH. (Workman)

AND

VENUS COPY MANUFACTURING COMPANY, PLOT NO.29/4, INDUSTRIAL AREA,  
PHASE II, CHANDIGARH THROUGH RAKESH GULATI OCCUPIER / PROPRIETOR.  
(Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she was appointed by the management with effect from 01.11.2014 as General Worker and on 13.05.2018 when she report for duty the management verbally terminated the services of the workman without giving any prior notice to her. The management had violated the provisions of Section 25-F, 25-G & 25-H and other provisions of the ID Act.

3. Upon notice, the management appeared through its representative. During the pendency of the present industrial dispute, the workman made the following statement :—

*"The matter has been settled between the parties. As per the verbal settlement the management is ready to give an amount for a sum of Rs.20000/-towards full & final settlement of all my claims. No further claim shall be made in future. The workman shall withdraw the present reference and also her case which is pending before the authority under the Payment of Wages Act, 1936, U.T. Chandigarh. The workman also foregoes the right of reinstatement in future. The amount in cash shall be paid on 08.12.2021. The present industrial dispute may be disposed off accordingly."*

4. Case taken in Lok Adalat. Learned representative for the workman has placed on receipt-cum-settlement deed duly signed by the workman. Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 19th January, 2022

**No. 13/1/9829-HII(2)-2022/923.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 37/2020, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RUKMANI DEVI W/O LATE SHRI ANOKHI RAM, AGED 63 YEARS, R/O #1125, VIKAS NAGAR, MAULI JAGRAN, CHANDIGARH (Workman)

AND

VENUS COPY MANUFACTURING COMPANY, PLOT NO.29/4, INDUSTRIAL AREA, PHASE II, CHANDIGARH THROUGH RAKESH GULATI OCCUPIER / PROPRIETOR (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she was appointed by the management with effect from 01.01.1996 as Lamination Machine Operator and on 13.05.2018 when she report for duty the management verbally terminated the services of the workman without giving any prior notice to her. The management had violated the provisions of Section 25-F, 25-G & 25-H and other provisions of the ID Act.

3. Upon notice, the management appeared through its representative. During the pendency of the present industrial dispute, the workman made the following statement :—

*"The matter has been settled between the parties. As per the verbal settlement the management is ready to give an amount for a sum of Rs.50000/-towards full & final settlement of all my claims. No further claim shall be made in future. The workman shall withdraw the present reference and also her case which is pending before the authority under the Payment of Wages Act, 1936, U.T. Chandigarh. The workman also foregoes the right of reinstatement in future. The amount in cash shall be paid on 08.12.2021. The present industrial dispute may be disposed off accordingly."*

4. Case taken in Lok Adalat. Learned representative for the workman has placed on receipt-cum-settlement deed duly signed by the workman. Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 17th January, 2022

**No. 13/1/9834-HII(2)-2022/928.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 18/2019, dated 13.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SAT PAL, HOUSE NO.21/1, MOULI JAGRAN, UNION TERRITORY, CHANDIGARH. (Workman)

AND

GUARDIAN SECURITY & PLACEMENT SERVICES, S.C.O. NO.114, SECTOR 47-C,  
CHANDIGARH. (Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management as Security Guard on 01.10.2017 and he remained in uninterrupted employment upto 15.07.2018 when his services were illegally & wrongly terminated by refusing of work on 16.07.2018 in violation of provisions of Section 2(o) and 25-F of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman was employed as Security Guard on 11.10.2017. He was found drunk while on duty 01.07.2018 with one of the clients of the management namely 'Chandigarh Housing Board'. He admitted his lapse and gave in writing that he had consumed liquor on 01.07.2018. As per Private Security Agency (Regulation) Act, 2005, in case a Guard deployed by the agency found drunk then the license issued to the agency is subject to cancellation so the action taken by the management is bona fide and justified.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri H. S. Chahal - Proprietor as MW1.

6. During the pendency of the present industrial dispute, case taken up in Lok Adalat, wherein the workman made the following statement :—

*"The matter has been compromised with the management. I am ready to take Rs.20,000/- from respondent. So matter be disposed of in the Lok Adalat today."*

Upon which learned representative for the management made the following statement :—

*"The matter has been compromised. We are ready to pay 20,000/- on 13.12.21. The matter be disposed of accordingly."*

7. Today i.e. on 13.12.2021, learned representative for the workman made the following statement :—

*"As per settlement arrived between the parties before the Lok Adalat held on 11.12.2021, I, on behalf of the workman, have received cheque No.000546 dated 11.12.2021 for `20,000/- of ICICI Bank, Sector 36-D, Chandigarh towards full & final settlement of his dispute with the management. The workman has left with no right or claim whatsoever against the management including the right of reinstatement. The present industrial dispute may kindly be dispose off accordingly."*



In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 13th December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 19th January, 2022

**No. 13/1/9830-HII(2)-2022/921.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 39/2020, dated 11.12.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SONA DEVI W/O SHRI GAJADHAR, AGED 46 YEARS, R/O #1903, RAMDARBAR,  
PHASE - 2, CHANDIGARH (Workman)

AND

VENUS COPY MANUFACTURING COMPANY, PLOT NO.29/4, INDUSTRIAL AREA,  
PHASE II, CHANDIGARH THROUGH RAKESH GULATI OCCUPIER / PROPRIETOR  
(Management)

**AWARD**

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that she was appointed by the management with effect from 01.11.2007 as General Worker / Helper and on 13.05.2018 when she report for duty the management verbally terminated the services of the workman without giving any prior notice to her. The management had violated the provisions of Section 25-F, 25-G & 25-H and other provisions of the ID Act.

3. Upon notice, the management appeared through its representative. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

*"The matter has been settled between the parties. As per the verbal settlement the management is ready to give an amount for a sum of Rs.30000/-towards full & final settlement of all my claims. No further claim shall be made in future. The workman shall withdraw the present reference and also her case which is pending before the authority under the Payment of Wages Act, 1936, U.T. Chandigarh. The workman also foregoes the right of reinstatement in future. The amount in cash shall be paid on 08.12.2021. The present industrial dispute may be disposed off accordingly."*

4. Case taken in Lok Adalat. Learned representative for the workman has placed on receipt-cum-settlement deed duly signed by the workman. Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : The 11th December, 2021.

(Sd.) . . . ,  
(ANSHUL BERRY),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No.PB0095.

Secretary Labour,  
Chandigarh Administration.

## CHANGE OF NAME

I, Kailash, S/o Sh. Raghunath Thakur, R/o H. No. 1155, Housing Board Complex, Dhanas, Chandigarh, have changed my name from Kailash to Kailash Thakur.

[95-1]

I, Tarsem Singh, S/o Shri Sant Ram, R/o Flat No. 1/B, Sector 44-A, Chandigarh, have changed my name as Tarsem Singh Sidhu.

[96-1]

I, Sonu, S/o Jagdev Singh, R/o 243/1, Gali No. 6, Shanti Nagar, Manimajra, Chandigarh, have changed my name to Sonu Kumar.

[97-1]

I, Saroj Maini *alias* Saroj Bala Maini *alias* Sudha Maini, W/o Late Kavinder Kumar Maini, R/o House No. 157, Sector 21-A, Chandigarh, have changed my name to Sudha Rani.

[98-1]

I, Mohan Lal Mehta, S/o Sh. Prem Chand Mehta, R/o 5284-B, 38 West Chandigarh, have changed my name as Mohan Mehta.

[99-1]

I, Rajni Sharma, W/o Davinder Kumar, R/o 424, PWT Manimajra, Chandigarh, have changed my name from Rajni Sharma to Aman Sharma.

[100-1]

I, Sarat Bali, S/o Krishan Chand Bali, R/o # 1479/1, Sector 43-B, Chandigarh, have changed my name to Sarat Chander Bali.

[101-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*